

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF FRISCO AND TOWN OF PROSPER
(Municipal Court Administrator Services)**

THIS AGREEMENT is made and entered into by **the City of Frisco, Texas**, a home rule municipal corporation organized and existing under laws of the State of Texas, hereinafter referred to as ("Frisco") and the **Town of Prosper, Texas**, a home rule municipal corporation organized and existing under the law of the State of Texas, hereinafter referred to as ("Prosper").

WHEREAS, Prosper desires to hire a temporary replacement for its municipal court administrator while he/she is on vacation; and

WHEREAS, Frisco currently employs a deputy court clerk ("Court Clerk") who is capable of performing municipal court administrator functions; and

WHEREAS, Frisco desires to maintain the employment of the Court Clerk and further desires to subcontract the services of this individual to Prosper for the purpose of temporarily fulfilling the duties of Prosper's municipal court administrator; and

WHEREAS, Frisco and Prosper desire to enter into this Agreement under the authority and subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, each party hereto is capable of performing the services provided for herein, and each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

I. Term. The term of this Agreement shall commence from May 18, 2010 and shall terminate either on December 31, 2011, or at the time when Prosper employs and trains their own Court Clerk to assist their municipal court administrator, which ever occurs first (the "Term").

II. Employment of the Court Clerk. Frisco currently employs the Court Clerk as a full time employee. Frisco will subcontract the services of its Court Clerk to Prosper. The Court Clerk shall perform the functions and duties specified in Exhibit "1", which is attached hereto and made a part of this Agreement and any other duties and functions as the Frisco City Manager shall from time-to-time assign, or cause to be assigned. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Court Clerk and Prosper, or any of Prosper's agents or employees.

III. Schedule of Court Clerk. The work schedule for the Court Clerk shall be Monday-Friday 8 a.m.- 5 p.m. The Court Clerk will be permitted to take a one hour lunch break each day.

IV. Supervision of the Court Clerk. The Court Clerk shall be employed solely by Frisco and will report directly to Frisco's City Manager, or his designee. Frisco will be solely responsible for any disciplinary action taken against the Court Clerk, including without limitation, termination. In the event Prosper experiences any problems, difficulties and/or issues with the Court Clerk, the Town Manager will notify Frisco's City Manager. Once Frisco's City Manager receives notice from the Town Manager under this Paragraph, Frisco's City Manager will consult with the Town Manager and take any action and/or cause any action to be taken against the Court Clerk as deemed necessary by Frisco's City Manager in his/her sole discretion. Any action taken, by Frisco's City Manager will be in accordance with applicable law, Frisco's policies, and any contract between the Court Clerk and Frisco. Such action shall be final. Should the Town Manager disagree with any action taken by Frisco's City Manager pursuant to this Paragraph, the Town Manager may terminate this Agreement in accordance with Paragraph VI below.

V. Payment for Services. On or before the 1st day of each month during the Term of this Agreement, Prosper shall pay Frisco \$180.56 per day, plus travel expenses ("Payment"), as consideration for the services performed by the Court Clerk as described herein. If this Agreement is terminated mid-month in accordance with Paragraph VI below, the Payment shall be prorated for those days of service received by Prosper.

VI. Termination. This Agreement may be terminated in whole or in part by Frisco or Prosper upon thirty (30) days written notice.

VII. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

For Frisco: George A. Purefoy, City Manager
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

For Prosper: Mike Land, Town Manager
Town of Prosper
PO Box 307
Prosper, Texas 75078

VIII. Venue. The covenants, conditions and terms hereof are to be construed under the laws of the State of Texas and are performable by all parties in Collin County,

Texas. The parties mutually agree that venue for any obligation arising from this Agreement shall lie in Collin County, Texas.

IX. Amendments. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms of their agreement. This Agreement can be modified only by writing signed by both of the parties or their duly authorized agents.

X. Sovereign Immunity. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Frisco nor Prosper waives, nor shall be deemed hereby to waive, any immunity of defense that would otherwise be available to it against claims arising by third parties.

XI. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XII. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIII. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED in triplicate originals on this ____ day of _____, 2010.

Prosper
Town of Prosper, Texas

Frisco
City of Frisco, Texas

By: _____
Mike Land, Town Manager

By: _____
George A. Purefoy, City Manager

ATTEST:

ATTEST:

Matt Denton, Town Secretary

Jenny Page, City Secretary

Exhibit 1

Duties of Court Clerk

Essential Job Functions:

- Provides customer service at Court Clerk's window and through telephone inquiries to provide fine amounts and schedule court dates and driving safety classes.
- Collects court costs, fines, fees, bond monies, counts and reconciles all monies for cashier windows, posts money received on citations, and prepares daily bank deposits.
- Maintains databases on citations received from Police Department, prepares case files, interprets judicial instruction and places case information into case file.
- Monitors and maintains control of court dockets to prevent overload, issues jury summons, monitors jurors, notifies defendants and attorneys of case statues and issues subpoenas and witness notifications.
- Processes mail requests for driving safety classes, payment of fines received, attorney requests, court date requests, appeals and bond processing, and returns related correspondence.
- Researches special projects and implements into court's daily routine for items such as City Ordinances that affect various department citations and resulting court processes.
- Checks in and lifts warrants on bonds as monies are received, and processes time served that has been granted by the Judge and schedules docket as needed.
- Issues Failure to Appear and Violate Promise to Appear citations.
- Prepares arrest warrants, prints complaints, and signs and prepares files for Judge's signature.
- Prepares check requests for Finance Department and mails copies of paperwork to interested parties.